

O/0520/26

TRADE MARKS ACT 1994

IN THE MATTER OF TRADE MARK REGISTRATION NO. UK00801429995
IN THE NAME OF ACCOR FOR THE TRADE MARK:

pullman

IN CLASS 36

AND AN APPLICATION FOR REVOCATION THERETO
UNDER NO. 508038
BY SION O'CONNOR

BACKGROUND AND PLEADINGS

1. The trade mark shown on the cover page of this decision (“the contested mark”) stands registered in the name of ACCOR (“the proprietor”). The contested mark, filed on 27 July 2018, has a priority date of 5 February 2018,¹ and became registered on 27 March 2019, for the following services:

Class 36 Real estate affairs; real estate management; real property management; apartment, building and residential property management services; building management; apartment management; financial and real estate management of housing and accommodation, such as hotels, motels, hotel complexes, apartments, hotel residences, tourist homes and other places of residence for holidays and leisure; sale and rental of accommodations, apartments, studios, rooms inside hotel establishments, hotel complexes, hotel residences and other places of residence for holidays and leisure; rental and management of accommodation for others; rental of shared ownership real estate; management and rental services for timeshare real estate; assistance and consultancy services in the field of real estate.

2. The contested mark is a comparable mark. Under Article 54 of the Withdrawal Agreement between the UK and the EU, the UK IPO created comparable UK trade marks for all right holders with an existing registered EUTM or International Registration designating the EU. As a result, the contested mark was converted into a comparable UK trade mark. Comparable UK marks are now recorded in the UK trade mark register, have the same legal status as if they had been applied for and registered under UK law, and the original filing dates remain the same.

3. On 11 November 2024, Sion O’Connor (“the applicant”) filed an application seeking to revoke the contested mark on the grounds of non-use under section 46(1)(a) and 46(1)(b) of the Trade Marks Act 1994 (“the Act”).

¹ FRANCE(FR) No.4425618.

4. Under section 46(1)(a) of the Act, the applicant claims non-use in respect of all services in the five year period following the date on which the contested mark was registered, i.e. 28 March 2019 to 27 March 2024, with an effective date of revocation of 28 March 2024.

5. Under section 46(1)(b) of the Act, the applicant claims non-use of the contested mark in respect of all services for the following period: 6 August 2019 to 5 August 2024, with an effective date of revocation of 6 August 2024.

6. The proprietor filed a counterstatement defending its registration in respect of all of its class 36 services, as set out above in paragraph 1. However, in its written submissions dated 8 December 2025,² the proprietor expressed that it only wished to defend its registration in relation to the following services (and does not resist the cancellation of the remaining services):

Class 36 Financial and real estate management of housing and accommodation, such as hotels, motels, hotel complexes, apartments, hotel residences, tourist homes and other places of residence for holidays and leisure; Rental of accommodations, apartments, studios, rooms inside hotel establishments, hotel complexes, hotel residences and other places of residence for holidays and leisure.

7. Both parties filed evidence. Neither party requested a hearing, but both parties chose to file written submissions in lieu of the same. This decision is taken following a careful perusal of the papers on file.

8. The proprietor is represented by Boult Wade Tennant LLP; the applicant is self-represented.

² Written submissions in lieu of a hearing.

EVIDENCE AND SUBMISSIONS

9. The proprietor's evidence of use came in the form of the witness statement of Karelle Lamouche dated 16 July 2025, which is accompanied by 15 exhibits (exhibit KL1 to exhibit KL15). Ms Lamouche, an employee of the proprietor since 1998, is currently the proprietor's Chief Operating Officer (Europe and North Africa), a position held since May 2025.

10. The applicant filed evidence in reply in the form of the witness statement of Sion O'Connor, dated 1 October 2025, which is accompanied by one exhibit (Exhibit SOC-01), showing temporary accommodation offered by the proprietor in one of its Pullman hotels (Pullman Eindhoven Cocagne). Mr O'Connor also chose to file written submissions at the same time.

11. Both parties filed written submissions in lieu of a hearing, dated 8 December 2025.

12. I have taken the parties' evidence and submissions into account in reaching my decision and I will refer to them below to the extent that I consider it necessary.

RELEVANCE OF EU LAW

13. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

DECISION

14. Section 46 of the Act is relevant to the revocation proceedings which states:

“46. - (1) The registration of a trade mark may be revoked on any of the following grounds-

(a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) [...]

(d) [...]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as is referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date”.

15. Section 100 of the Act states that:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it”.

16. It is noted from his submissions that the applicant is of the view that the proprietor’s registration does not constitute as a comparable mark.³ However, in this regard I confirm that the proprietor’s registration does indeed constitute as a comparable mark, pursuant to paragraph 8 of Part 1, Schedule 2A of the Act.⁴ As such, the proprietor may rely upon use of the mark in the EU (including the UK) for any parts of the relevant periods which fall prior to the IP Completion Day, being 31 December 2020.⁵ The only use after that date that is of relevance is use in the UK.

17. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

³ Written submissions dated 1 October 2025, at ‘C’, paragraphs 1 to 4.

⁴ See paragraph 2 of this decision.

⁵ Paragraph 8 of Part 1, Schedule 2A of the Act.

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversvereinigung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Merken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Leno* at [29]; *Centrotherm* at [71]; *Reber* at [29].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36];

Sunrider at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial raison d'être of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the

purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no de minimis rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].

107. The trade mark proprietor bears the burden of proving genuine use of its trade mark: see section 100 of the 1994 Act and *Ferrari* at [73]-[83]. The General Court of the European Union has repeatedly held that genuine use of a trade mark cannot be proved by means of probabilities or suppositions, but must be demonstrated by solid and objective evidence of effective and sufficient use of the trade mark on the market concerned: see e.g. Case T-78/19 *Lidl Stiftung & Co KG v European Union Intellectual Property Office* [EU:C:2020:166] at [25]. It has also repeatedly held that the smaller the commercial volume of the exploitation of the mark, the more necessary it is for the proprietor to produce additional evidence to dispel any doubts as to the genuineness of its use: see e.g. *Lidl* at [33]. In *Awareness Ltd v Plymouth City Council* [2013] RPC 24, Mr Daniel Alexander KC sitting as the Appointed Person said:

19. For the tribunal to determine in relation to what goods or services there has been genuine use of a mark during the relevant period, it should be provided with clear, precise, detailed and well-supported evidence as to the nature of that use during the period in question from a person properly qualified to know.

...

22. ... it is not strictly necessary to exhibit any particular kind of documentation but if it is likely that such material would exist and little or

none is provided, a tribunal will be justified in rejecting the evidence as insufficiently solid. That is all the more so since the nature and extent of use is likely to be particularly well known to the proprietor itself. A tribunal is entitled to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive. By the time the tribunal ... comes to take its final decision, the evidence must be sufficiently solid and specific to enable the evaluation of the scope of protection to which the proprietor is legitimately entitled to be properly and fairly undertaken, having regard to the interests of the proprietor, the opponent and, it should be said the public.”

18. Proven use of a mark which fails to establish that “the commercial exploitation of the mark is real” because the use would not be “viewed as warranted in the economic sector concerned to maintain or create a share in the market for the services protected by the mark” is not, therefore, genuine use.

19. I remind myself that the relevant periods for assessing whether there has been genuine use are 28 March 2019 to 27 March 2024 (“the first relevant period”) and 6 August 2019 to 5 August 2024 (“the second relevant period”). I also remind myself that in its written submissions,⁶ the proprietor only sought to partially defend its mark. The defended services are set out in paragraph 6 of this decision.

Evidence of use

20. The proprietor claims that use has been made of its registered mark in respect of some of its class 36 services for which the mark is registered,⁷ therefore, I must consider whether, or the extent to which, the evidence shows genuine use of the mark in relation to those services.

21. I deduce the following from the witness statement and exhibits of Ms Lamouche:

⁶ written submissions in lieu of a hearing, dated 8 December 2025.

⁷ As set out in paragraph 6 of this decision.

- The proprietor is a French multinational hospitality company that owns, manages and franchises hotels, resorts and vacation properties. The proprietor operates in over 110 countries, with over 5,600 hotels and resorts, over 10,000 bars and restaurants, and more than 45 brands (one of which is the 'PULLMAN' mark at issue). In 2024, the proprietor generated 5,606 million EUR in global revenue.
- The 'Pullman' brand traces its origins to the 19th century American industrialist, George Pullman, the founder of the Pullman Company, a Chicago-based railroad manufacturer that was renowned for its luxurious railway sleeping train cars. The Pullman Company was founded in 1862. The fast-growing railroad networks led the rail industry to invest in the construction and management of hotels alongside railroad tracks.
- The Belgian civil engineer and businessman, Georges Nagelmackers, travelled to the USA in the 1860s and subsequently founded the equivalent of the Pullman Company in Europe, named the 'Compagnie Internationale des Wagons-Lits' (CIWL), which introduced Pullman wagons in Europe that were designed for upscale leisure travelling. CIWL also managed a collection of hotels worldwide, and following the popularity of the Pullman name, it subsequently rebranded many of its top hotels into Pullman hotels.
- In 1991, the proprietor acquired CIWL, and in 2007 it revived the Pullman brand to cater to the modern business traveller, launching it as an upscale hotel line, focused on blending work and leisure. In 2007, 12 hotels around the world (corresponding to the new identity of the brand PULLMAN) opened in France, Germany, Belgium, Thailand and China. In 2011, the proprietor continued its development all around the world, notably in South and Latin America, opening its first hotel in Brazil. Thus, there were multiple hotels under the Pullman mark during the relevant periods.

- Pullman hotels are operated via a franchise model. Accordingly, the proprietor grants hotel owners the rights to operate under the trade mark. This arrangement provides franchisees with access to:
 - i. Branding and Marketing: Utilisation of the Pullman sign and marketing resources.
 - ii. Distribution Channels: Inclusion in the proprietor's global reservation systems and sales networks.
 - iii. Loyalty Programs: Participation in the proprietor's loyalty initiatives, enhancing customer retention.
 - iv. Operational Support: Access to training programs and operational guidelines.

- The franchise model is prevalent in the UK and EU. However, some Pullman hotels operate under management contracts, where the proprietor takes on the responsibility of managing the day-to-day operations of the Pullman hotels on behalf of the owner. For these hotels, the proprietor oversees staffing, training, and daily management of the hotels, with the management fee linked to the hotel's performance.

- As of 22 March 2024, the proprietor operated 155 Pullman hotels globally, 29 of which were in Europe and North Africa. Of those, 2 Pullman hotels were located in the UK, and 20 were located in the EU, As the following shows:

United Kingdom

- 21.1. **Pullman London St Pancras**: opened in September 2012
- 21.2. **Pullman Liverpool**: opened in February 2016

Germany

- 21.3. **Pullman Berlin Schweizerhof**: originally opened in 1998. Underwent a significant renovation and redesign, reopening in 2017
- 21.4. **Pullman Cologne**: opened in 2008
- 21.5. **Pullman Munich**: opened in January 2012
- 21.6. **Pullman Stuttgart Fontana**: opened in 2005

Belgium

- 21.7. **Pullman Brussels Midi**: opened in October 2013

France

- 21.8. **Pullman Bordeaux Aquitania**: opened in 2007
- 21.9. **Pullman Cannes Mandelieu Royal Casino**: opened in June 2008
- 21.10. **Pullman Paris La Défense**: opened in 2007
- 21.11. **Pullman Lyon**: opened in November 2023
- 21.12. **Pullman Montpellier Antigone**: opened in 2007
- 21.13. **Pullman Paris Bercy**: opened in December 2007
- 21.14. **Pullman Paris Montparnasse**: opened in January 2011
- 21.15. **Pullman Paris Tour Eiffel**: opened in 2009

- 21.16. **Pullman Paris Charles De Gaulle Airport**: opened in 2015
- 21.17. **Pullman Toulouse Airport**: opened in 2007

Italy

- 21.18. **Pullman Timi Ama Sardegna**: opened in May 2023

Latvia

- 21.19. **Pullman Riga Old Town**: opened in 2016

Netherlands

- 21.20. **Pullman Eindhoven Cocagne**: opened in 2011

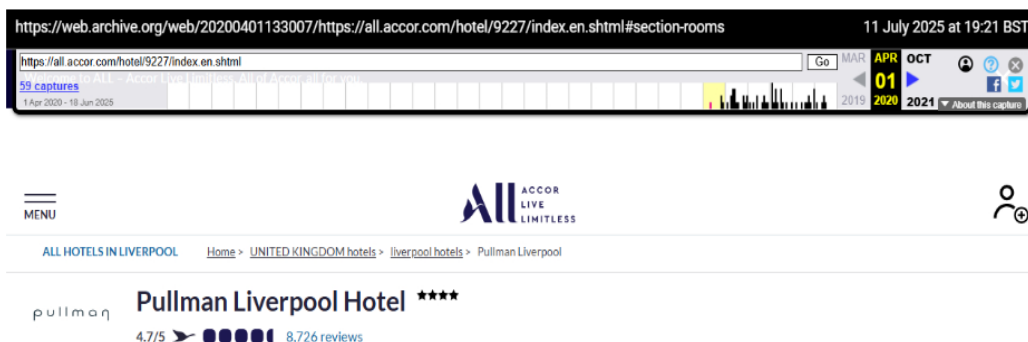
Romania

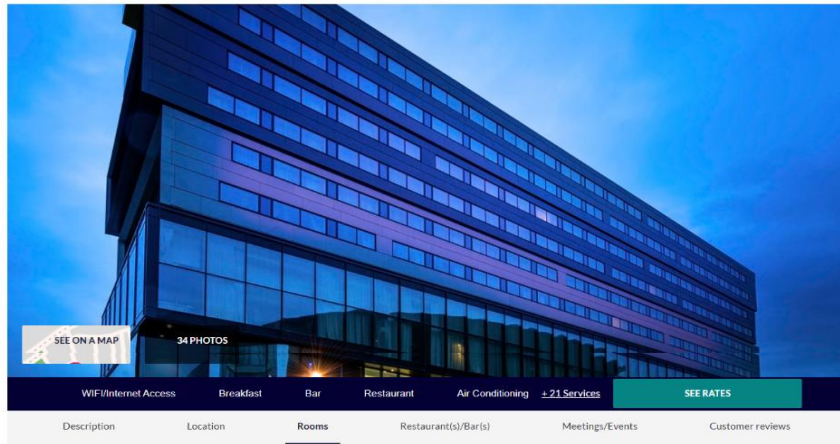
- 21.21. **Pullman Bucharest World Trade Center**: opened in January 2009

Hungary

- 21.22. **Pullman Budapest**: opened in March 2024

- Exhibit KL01 contains historical extracts taken from ‘web.archive.org’, of the proprietor’s websites (‘all.accor.com’ and ‘pullmsnlondonstpancras.com’), dated from 01 April 2020 to 22 May 2024 for its two ‘Pullman’ hotels in the UK. The information provides hotel, room and dining information, along with check-in, check-out and check availability options for reserving meeting rooms, bedrooms and suites, etc., as the following extract shows:





Pullman Liverpool Hotel

Hotels combining lifestyle and design, for business and leisure

The 4-star Pullman Liverpool Hotel is located by Kings Dock on Liverpool's iconic waterfront, just a five-minute walk from the vibrant Albert Dock. Relax in stylish, elegant surroundings and enjoy the conveniences of this central hotel. Major transport links are close, as well as the M&S Bank Arena, Liverpool ONE and the famous Cavern Club. This hotel is perfectly suited to business or leisure; guests can choose from Superior, Deluxe and Suite rooms, all of which are bright, modern and luxurious.

Guests are invited to dine in Marco Pierre White's Wheelers of St James Oyster Bar and Grill, which serves beautiful seafood, meat and vegetarian dishes. The restaurant is ideally located next to Liverpool's event campus, great for pre-show dining. The flexible meeting and event space boasts floor-to-ceiling windows and panoramic views of Albert Dock - the perfect setting for any occasion. To end the day, or night, in style, choose a room with a guaranteed river-view.

Hotel extras

Attached to Exhibition Centre Liverpool, ACC Liverpool and M&S Bank Arena

Close to Albert Dock and Tourist Attractions

Suites are available at a supplement. To book contact us on 0151-945-1034

Complimentary 5G Wi-Fi and Sky and BT sports channels

Marco Pierre White Wheeler's of St James Oyster Bar & Grill

THIS HOTEL IS PLANET 21 GOLD ^

Services in the hotel and nearby

Check-in from 14h00 | Check out up to 12h00

PREMIUM DELUXE ROOM, 1 King Size Bed

x2 From 29m²

City side, River side *

* Subject to availability

Wireless internet in your room • High speed internet • Bathrobe
• Coffee/tea making facilities • Mini Bar

SEE DETAILS

SUPERIOR ROOM, 1 King Size Bed

x2 From 25m²

Wireless internet in your room • High speed internet • Bathrobe
• Coffee/tea making facilities

SEE DETAILS

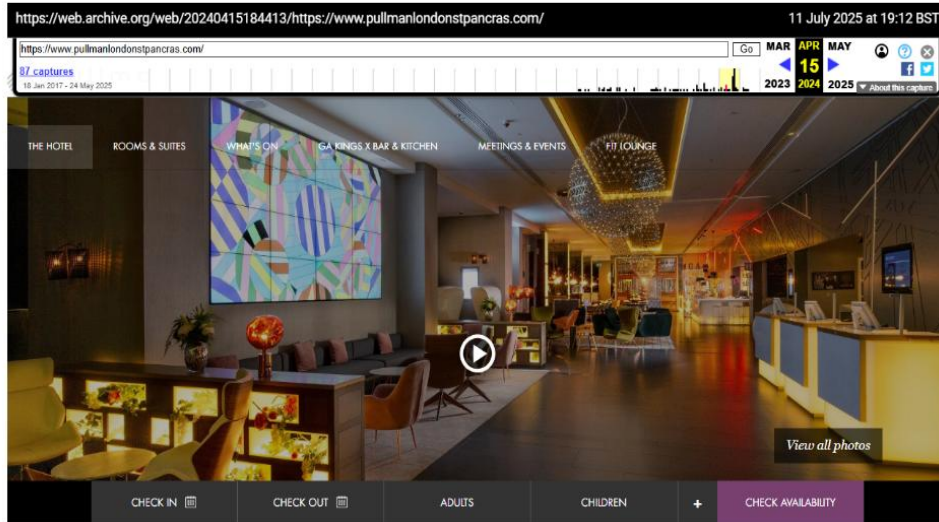
Our restaurants and bars

WHEELERS OF ST JAMES OYSTER BAR

Type of cuisine: International

Wheeler's of St. James's Liverpool is located next to Liverpool's event campus, consisting of M&S Bank Arena, ACC Liverpool and Exhibition Centre Liverpool, great for pre-show dining.

FIND OUT MORE AND BOOK



THE HOTEL

We are here to welcome you and allow you to stay on top of your game!

Pullman London St Pancras has everything you need to unlock your potential.

There's space for you to work, create and connect in the 312 modern rooms and suites, 17 meeting rooms, not to mention the vibrant lobby. Always looking to up our game, we redefine what it means to travel. Our holistic well-being program is fresh; as is the cuisine we serve – all designed to fuel performance while expertly balancing indulgence and health. Everywhere you turn, art surrounds and inspires you. And, there's the opportunity to play around every corner.

Located in King's Cross, the contemporary, stylish and cosmopolitan Pullman London St Pancras opens up new travel possibilities, with London on your doorstep and Saint Pancras International Station and Eurostar trains just 5 minutes away by foot.

Your health & safety is our priority. Find out more about our latest ALLSAFE updates [here](#).

Access

Pullman London St Pancras ★★☆☆
 100 - 110 Euston Road, NW1 2AJ London
 United Kingdom
 Tel: (+44)20 76669000
 Fax: (+44)20 76669025
 Email: h5309@accor.com
[See the Map](#)

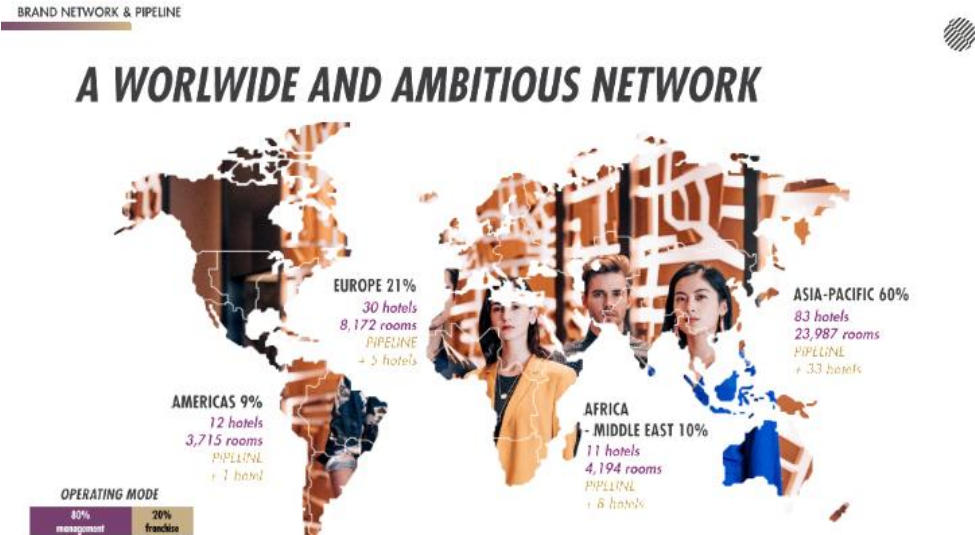
- Exhibit KL02 contains historical extracts taken from 'web.archive.org', of the proprietor's website 'pullman.accor.com' showing a list of its Pullman hotels in the UK and EU, dated 06 October 2020. I do not intend to list all of the hotels shown in the screenshots but note that they include hotels in Belgium, Italy, Netherlands and the UK, as well as a larger number of hotels in France and Germany.
- Exhibit KL03 contains extracts taken from documents entitled 'Why invest in Pullman' dated 2020 and 2024, providing information about the proprietor's Pullman hotels, as the following selection of extracts show:

WORK HARD, PLAY HARD

Pullman Hotels & Resorts sets a new tempo in global travel and living, delivering an inspiring, energizing and enriching experience to new entrepreneurs. Pullman welcomes guests with the space they need to focus, work and play. Forward-thinking, hyper-connected and with a passion for art and fitness, Pullman retains the adventurous spirit and open-minded ambition that drove it to become a pioneering travel brand over 150 years ago.

**PIONEERING
STYLISH
INVIGORATED
ACCOMPLISHED**

▶ POSITIONING VIDEO



BRAND AWARDS

193 PROMINENT AWARDS IES, INCLUDING :

World Luxury Hotel Award - Luxury New Hotel
Pullman Tokyo Tamachi

SkyTrax 2019 World Airport Awards – Best Airport Hotel in the Pacific
Pullman Brisbane Airport

International Hotel Awards 2019 – Luxury Hotel City
Pullman Jakarta Central Park

Travel & Leisure – Best Family Resort
Pullman Oceanview Sanya Bay Resort & Spa

China Tourism and Hotel Awards – Best MICE Hotel 2019
Pullman Kaiheng Jiayao

World Luxury Hotel Awards 2019 – Best luxury Vietnam Beach Resort
Pullman Danang Beach Resort

World Travel Awards for Europe's Leading Hotel & Spa 2019
Pullman Timi Ama Sardegna

11 Haute Grandeur Global Excellence Awards



*Guest
journey
& key
signatures
standards*

| ARRIVAL & DEPARTURE | PUBLIC SPACES | GUEST ROOM | FOOD & BEVERAGE | WELLNESS FACILITIES | LEISURE FACILITIES | MEETINGS & EVENTS |
|--|--|---|---|---|---|------------------------------------|
| The Portal Signature Scent Unique-forms Welcome Drink (Resorts) | Pullman Lobby Concept & Social Café Pullman Nooks Pullman Co-Lab Pullman Club Lounge | Pullman Bed C.O-Bigelow Amenities Room Concepts: Sanctuary, Study, Studio* | Pullman Breakfast Anytime Dining Bar-Led Dining Hidden Gems* | Power Fitness Pullman Retreat (Resorts) Fit Trail (Resorts) | The Hub (Resorts) "Teens Only" program (Resorts) | Pullman Convene: Meetings & Events |

- With regards to hotel booking figures, the proprietor received the following number of reservations and stays for its Pullman hotels, during the relevant periods, in the UK and EU:

| UK only | Year | Customers who reserved rooms at Pullman Hotels | Customers who stayed at Pullman Hotels |
|------------------------|----------------------|--|--|
| | 2019 (from March) | 17,909 | 14,543 |
| 2020 | 5,813 | 4,997 | |
| 2021 | 2,729 | 2,421 | |
| 2022 | 8,629 | 7,631 | |
| 2023 | 14,046 | 12,434 | |
| 2024 (until August) | 11,345 | 10,126 | |

| EU only | Year | Customers who reserved rooms at Pullman Hotels | Customers who stayed at Pullman Hotels |
|---------|----------------------|--|--|
| | 2019 (from March) | 116,437 | 95,086 |
| 2020 | 66,482 | 56,496 | |

- Exhibit KL04 contains spreadsheets outlining the number of reservations and stays in the UK and EU, during the relevant periods including the length of those stays. The proprietor has summarised these in the following table:

| Length of reservations throughout the Relevant Periods (March 2019 – August 2024) | | |
|---|------------------------|--------------------------|
| Length of reservation | United Kingdom | European Union |
| | (March 19 – August 24) | (March 19 – December 20) |
| 2-3 weeks | 64 | 326 |
| 3-4 weeks | 10 | 68 |
| 4-5 weeks | 15 | 52 |
| 5-6 weeks | 1 | 3 |
| 6-7 weeks | 1 | 5 |
| 7-8 weeks | - | - |
| 8-9 weeks | - | 4 |
| 9-10 weeks | 6 | 1 |
| 10-11 weeks | - | 1 |

- Rooms can be booked in the proprietor's Pullman hotels via several channels. Customers can either book rooms in Pullman hotels directly via the proprietor's branded websites or through call centres, or alternatively through third parties, such as online or physical travel agencies or tour operators, including Booking.com and Expedia.
- The following tables show revenue generated from Pullman hotels in the UK and the EU, during the relevant periods:

| UK only | Year | Net revenue generated from Pullman Hotels (EUR) |
|---------|------|---|
| | 2019 | 27,900,887 |
| | 2020 | 6,099,612 |
| | 2021 | 10,760,067 |

| | |
|------|------------|
| 2022 | 27,190,934 |
| 2023 | 31,997,870 |
| 2024 | 33,160,093 |

| EU only | Year | Gross revenue generated from Pullman Hotels (EUR) |
|---------|------|---|
| | 2019 | 200,030,005 |
| | 2020 | 61,878,847 |

- Exhibit KL05 contains a representative sample of invoices issued to customers of the proprietor's St Pancras Pullman hotel, London, during the relevant periods. The following table provides a summary of the 18 invoices, 9 of which relate to hotels in the UK and EU:

Pullman London St Pancras - Invoice summary table

| Hotel Name | Client Country | Stay Dates | Amount | Invoice Number |
|---------------------------|----------------|--------------------------|--------------|----------------|
| Pullman London St Pancras | France | 19/11/2023 to 15/12/2023 | GBP 5,766.78 | 1893500330 |
| Pullman London St Pancras | France | 28/07/2023 to 07/08/2023 | GBP 2,583.50 | 1893500462 |
| Pullman London St Pancras | Great Britain | 20/07/2023 to 29/07/2023 | GBP 3,241.00 | 1893500478 |
| Pullman London St Pancras | Canada | 18/06/2024 to 29/06/2024 | GBP 3,838.40 | 1893496308 |
| Pullman London St Pancras | Brazil | 31/10/2023 to 11/11/2023 | GBP 2,685.86 | 1893496330 |
| Pullman London St Pancras | USA | 01/10/2023 to 15/10/2023 | GBP 5,115.00 | 1893500290 |
| Pullman London St Pancras | India | 29/09/2023 to 10/10/2023 | GBP 3,105.00 | 1893500301 |
| Pullman London St Pancras | Great Britain | 19/07/2024 to 29/07/2024 | GBP 2,781.16 | 1893500309 |
| Pullman London St Pancras | Unknown | 30/08/2023 to 09/09/2023 | GBP 4,162.00 | 1893500320 |
| Pullman London St Pancras | Great Britain | 31/10/2023 to 16/11/2023 | GBP 5,200.00 | 1893501851 |
| Pullman London St Pancras | Great Britain | 31/08/2022 to 07/09/2022 | GBP 2,502.44 | 1893501833 |
| Pullman London St Pancras | Great Britain | 25/02/2024 to 03/03/2024 | GBP 1,316.06 | 1893500822 |
| Pullman London St Pancras | Singapore | 22/10/2022 to 29/10/2022 | GBP 1,639.43 | 1893500523 |
| Pullman London St Pancras | United States | 19/12/2022 to 27/12/2022 | GBP 1,697.56 | 1893500498 |
| Pullman London St Pancras | France | 19/11/2023 to 15/12/2023 | GBP 5,766.78 | 1893500330 |
| Pullman London St Pancras | France | 28/07/2023 to 07/08/2023 | GBP 2,583.50 | 1893500462 |
| Pullman London St Pancras | China | 24/12/2022 to 31/12/2022 | GBP 5,095.00 | 1893500792 |
| Pullman London St Pancras | USA | 30/05/2024 to 06/06/2024 | GBP 2,198.00 | 1893501961 |

- The following shows an example of two of the invoices. The invoices feature the proprietor's trade mark and relate to hotel accommodation and dinner expenses, during the relevant periods:

COPY OF INVOICE

| | |
|-------------------------------------|---------------------------|
| Great Britain | Room No. 1604 |
| | Arrival 19/07/24 |
| | Departure 29/07/24 |
| Guest Name [REDACTED] | Folio No. 99104 |
| Company Name | |
| Ref. | Cashier No. 558 |
| ALL card A1 3081031675752944 | Page No. 1 of 3 |

| Date | Description | Charges GBP | Credits GBP |
|----------------------------|---|------------------------|------------------------|
| 19/07/24 | Accommodation | 206.55 | 0.00 |
| 19/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 19/07/24 | Room Service Dinner (F) | 41.00 | 0.00 |
| 19/07/24 | Service Charge | 5.13 | 0.00 |
| 20/07/24 | Accommodation | 235.58 | 0.00 |
| 20/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 20/07/24 | Room Service Dinner (F) | 30.00 | 0.00 |
| 20/07/24 | Service Charge | 3.75 | 0.00 |
| 21/07/24 | Accommodation | 159.98 | 0.00 |
| 21/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 22/07/24 | Accommodation | 237.60 | 0.00 |
| 22/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 22/07/24 | Room Service Dinner (F) | 42.00 | 0.00 |
| 22/07/24 | Service Charge | 5.25 | 0.00 |
| 23/07/24 | Accommodation | 269.33 | 0.00 |
| 23/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 24/07/24 | Accommodation | 255.83 | 0.00 |
| 24/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 25/07/24 | Accommodation | 237.60 | 0.00 |
| 25/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 26/07/24 | Accommodation | 195.08 | 0.00 |
| 26/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 26/07/24 | Room Service Dinner (F) | 54.00 | 0.00 |
| 26/07/24 | Service Charge | 6.75 | 0.00 |
| 27/07/24 | Accommodation | 212.63 | 0.00 |
| 27/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 27/07/24 | Room Service Dinner (F) | 74.00 | 0.00 |
| 27/07/24 | Service Charge | 9.25 | 0.00 |
| 28/07/24 | Accommodation | 149.85 | 0.00 |
| 28/07/24 | Upgrade / Upsell Fee | 35.00 | 0.00 |
| 29/07/24 | Eurocard / Mastercard XXXXXXXXXXXX2168 XX/XX | 0.00 | 2,781.16 |
| Total | | 2,781.16 | 2,781.16 |
| Balance | | 0.00 | GBP |
| Total Including VAT | | 2,781.16 | GBP |
| Net Amount | | 2,322.66 | GBP |

| VAT Breakdown | Net | VAT |
|----------------------|------------|------------|
| VAT @ 20% | 2,292.52 | 458.50 GBP |
| VAT @ 0% | 30.13 | 0.00 GBP |

Pullman London St Pancras | 100-110 Euston Road | London NW1 2AJ
 Telephone: +44 (0)207 666 9000 | Email: H5309@accor.com | pullmanlondonstpancras.com | all.accor.com

VAT number: GB 198 5021 42 000 Registered in England No. 1016187
 Registered Office Essend UK Hotels 1 Limited
 Suite A, 5th Floor, 245 Hammersmith Road, London W6 8FW

COPY OF INVOICE

| | |
|---------------------|------------------------|
| Room No. | 0519 |
| Arrival | 31/08/22 |
| Departure | 07/09/22 |
| Folio No. | 13299 |
| Guest Name | |
| Company Name | |
| Ref. | Cashier No. 64 |
| ALL card | Page No. 1 of 3 |

| Date | Description | Charges GBP | Credits GBP |
|--------------|-------------------------------------|-----------------|-----------------|
| 31/08/22 | Accommodation | 293.00 | 0.00 |
| 31/08/22 | Golden Arrow Bar Dinner (F) | 70.00 | 0.00 |
| 31/08/22 | Golden Arrow Bar Dinner (F) | 33.50 | 0.00 |
| 31/08/22 | Golden Arrow Dinner (B) | 4.50 | 0.00 |
| 31/08/22 | Service Charge | 4.19 | 0.00 |
| 31/08/22 | Service Charge | 9.31 | 0.00 |
| 01/09/22 | Accommodation | 289.00 | 0.00 |
| 01/09/22 | Room Service Dinner (F) | 26.50 | 0.00 |
| 01/09/22 | Service Charge | 3.31 | 0.00 |
| 02/09/22 | Accommodation | 309.00 | 0.00 |
| 02/09/22 | BKF Room Service (F) | 23.00 | 0.00 |
| 02/09/22 | Room Service Dinner (F) | 26.00 | 0.00 |
| 02/09/22 | Service Charge | 2.88 | 0.00 |
| 02/09/22 | Service Charge | 3.25 | 0.00 |
| 03/09/22 | Accommodation | 343.00 | 0.00 |
| 04/09/22 | Accommodation | 277.00 | 0.00 |
| 05/09/22 | Accommodation | 345.00 | 0.00 |
| 06/09/22 | Accommodation | 440.00 | 0.00 |
| 07/09/22 | Visa Card XXXXXXXXXXXX0651 XX/XX | 0.00 | 2,502.44 |
| Total | | 2,502.44 | 2,502.44 |

| | | |
|----------------------------|----------|-----|
| Balance | 0.00 | GBP |
| Total Including VAT | 2,502.44 | GBP |
| Net Amount | 2,089.19 | GBP |

| VAT Breakdown | Net | VAT | |
|---------------|----------|--------|-----|
| VAT @ 20% | 2,066.25 | 413.25 | GBP |
| VAT @ 0% | 22.94 | 0.00 | GBP |

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- With regards to advertising, during the relevant periods, the proprietor's advertising expenditure for its Pullman hotels throughout Europe (which includes the UK and EU) is as follows:

| Year | Advertising expenditure for ENA region (including UK and EU) (EUR) |
|------|--|
| 2021 | 345,190 |
| 2022 | 666,000 |
| 2023 | 535,000 |
| 2024 | 516,588 |

- It is noted from Ms Lamouche’s witness statement⁸ that the above figures do not represent the total advertising and expenditure during the relevant periods. For example, the figures for 2021 to 2023 do not include advertising expenditure relating to search engine optimization (SEO) and e-commerce, whereas the figures for 2024 do include SEO advertising expenditure, but not e-commerce advertising expenditure.
- The proprietor's advertising expenditure for its Pullman hotels in the UK, during the relevant periods, is as follows:

| UK only | Year | Advertising expenditure including e-commerce (EUR) |
|---------|------|--|
| | 2022 | 193,417 |
| | 2023 | 267,658 |
| | 2024 | 218,082 |

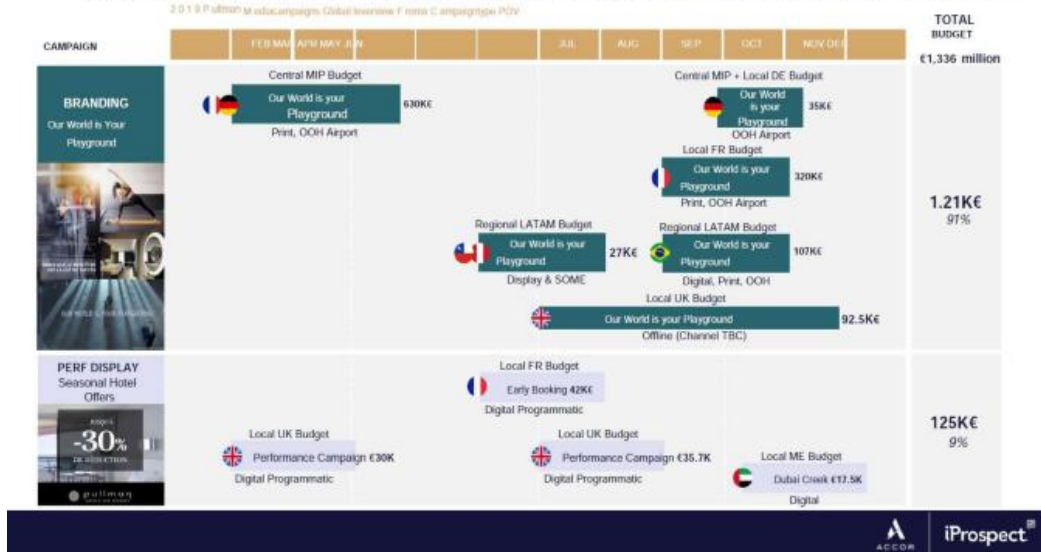
- Exhibit KL06 contains extracts from a document titled ‘Pullman Initiatives: from 2019 to now’, dated April 2025, which provides a review of brand marketing conducted by the proprietor in connection with its Pullman hotels. As highlighted by the proprietor, the key points taken from the document are:
 - The proprietor ran a paid social media campaign to promote its Pullman Happenings website, ‘www.pullman-happenings.com’. Pullman Happenings are events organised by the proprietor at its various Pullman Hotels. The advertising campaign generated 44,000 worth of website traffic, 3.2 million impressions, and had a reach of 1.5 million.
 - One such Pullman Happenings event was entitled ‘Born this way’ and took place on 18 July 2024 at the Pullman London St Pancras hotel. Advertising relating to this event generated 299,000 social media impressions and had a reach of 1.4 million.

⁸ Paragraph 33.

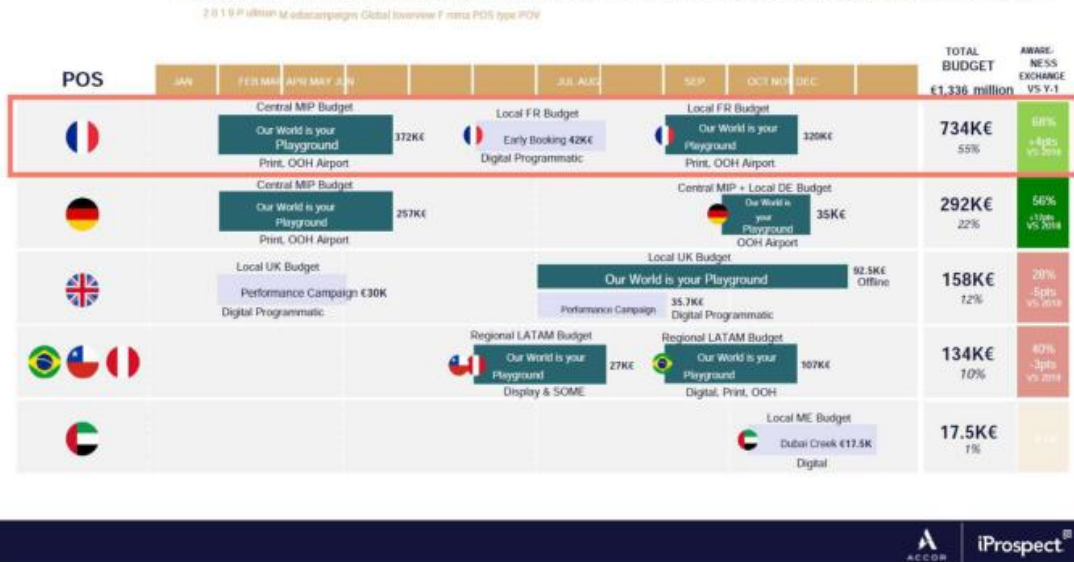
- iii. The proprietor ran a Performance Max (PMax) advertising campaign in connection with its Pullman Liverpool Hotel from April to June 2024, aimed at boosting the hotel's visibility and driving bookings and revenue. The advertising campaign had 1.4 million impressions, 21,300 clicks of which 442 resulted in post-click bookings, and had a conversion value of 416,000 EUR.
- iv. In April to June 2023, the proprietor ran an inbound leisure campaign to target UK and US customers, which resulted in 170 bookings, 156,000 EUR in revenue, and 16.7 million impressions.
- v. The proprietor ran an offer ('Spend 350 get 75') to all American Express (AMEX) cardholders in the UK and Germany. The offer related to Pullman hotels in Germany, the Netherlands, Austria, Belgium, Switzerland, and the UK.
- vi. Between 9 to 22 December 2022, the proprietor ran radio advertisements in Liverpool to promote its Pullman Liverpool hotel. This radio campaign comprised 70 spots and had a reach of 152,000.
- Exhibit KL07 contains extracts taken from the proprietor's Annual Marketing Strategy document, dated 2020, relating to marketing in 2019. The document (which has been translated into English), focuses upon the proprietor's mark, as the following examples show:



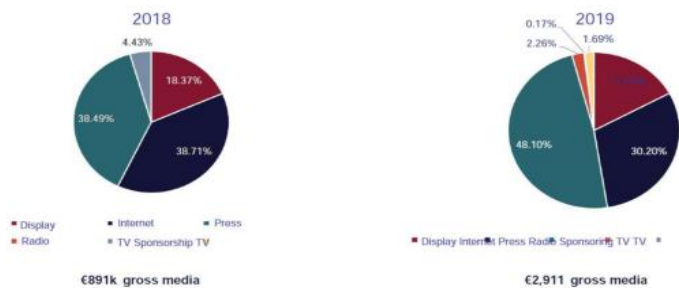
An investment of +€1.2M in branding in 2019 worldwide

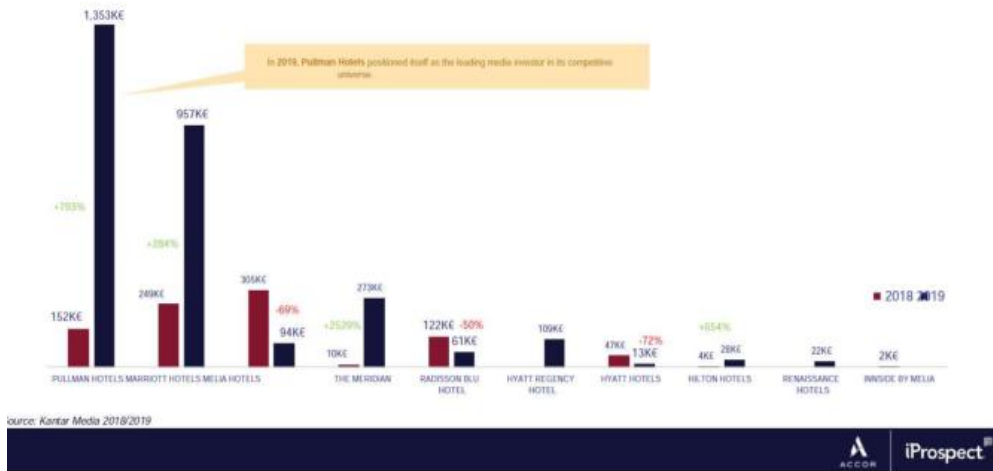


55% of investments aimed at the French market



A 227% increase in media investments between 2018 and 2019, supported mainly by the press





- The Pullman hotels provide different room types, including those specifically designed for long-stays. These include suites, studios, and apartments.
- Exhibit KL08 contains extracts taken from the proprietor’s websites for some of its Pullman hotels, including historical extracts (retrieved via ‘web.archive.org’) and are dated within the relevant periods. The extracts show details of the proprietor’s suites, studios and apartments, in the UK and EU, as the following summary shows:

Pullman London St Pancras: offers a deluxe suite that comprises a 79 sqm room with a separate lounge and dining area.

Pullman Liverpool: offers a deluxe suite that comprises a 97 sqm room with a private living room and working area.

Pullman Berlin Schweizerhof: offers a deluxe suite that comprises a 58 sqm room with a separate living and sleeping area.

Pullman Cologne: offers a deluxe suite that comprises a 50 sqm room with a separate living and sleeping area.

Pullman Munich: offers a superior suite that comprises a 62 sqm room with a separate living and sleeping area.

Pullman Stuttgart Fontana: offers a deluxe suite that comprises a 48 sqm room with a living room and kitchenette.

Pullman Brussels Midi: offers a deluxe suite that comprises a 40 sqm room with a separate lounge area.

Pullman Brussels Midi: offers a super family suite comprising 55 sqm across two connecting rooms, with two bathrooms.

Pullman Paris Tour Eiffel: offers a penthouse suite that comprises a 194 sqm room with a balcony, and a dining and lounge area.

Pullman Paris Bercy: offers a duplex presidential suite, which is 105 sqm across two levels, and comprises two rooms that sleep a maximum of six persons, together with a lounge and dining area.

Pullman Paris La Défense: offers a presidential suite, which is 100 sqm and comprises two bedrooms that sleep a maximum of five persons, together with a lounge area.

Pullman Cannes Mandelieu Royal Casino: offers a superior suite, which is 646 sqft and comprises a lounge and guest toilet, as well as private terraces.

Pullman Montpellier Antigone: offers a collection of three suites, which comprise a bedroom, living room and dining room.

Pullman Paris Charles De Gaulle Airport: offers an exclusive suite, which is 60 sqm and comprises a lounge and a private terrace.

Pullman Eindhoven Cocagne: offers a long-stay fully furnished apartment varying from 45 sqm to 70 sqm, equipped with an open kitchen, separate bathroom and bedroom, an open living and dining room, a workspace, a private washing machine, dryer and ironing board, and a parking space.

Pullman Eindhoven Cocagne: offers a long-stay fully equipped studio with kitchenette varying from 42 sqm to 83 sqm, equipped with an open kitchen, separate bathroom, a living and dining area, and a parking space.

Pullman Eindhoven Cocagne: offers fully furnished studios (ranging from 42 - 83 sqm) and fully furnished apartments (ranging from 45 - 70 sqm) designed for long stays, with each unit comprising an open kitchen, living and dining area, and a workspace. The studios and apartments are available for a minimum stay of seven consecutive nights.

Pullman Riga Old Town: offers a presidential suite with a separate lounge area.

Pullman Bucharest World Trade Center: offers an executive suite, which is 48 sqm and comprises a living area.

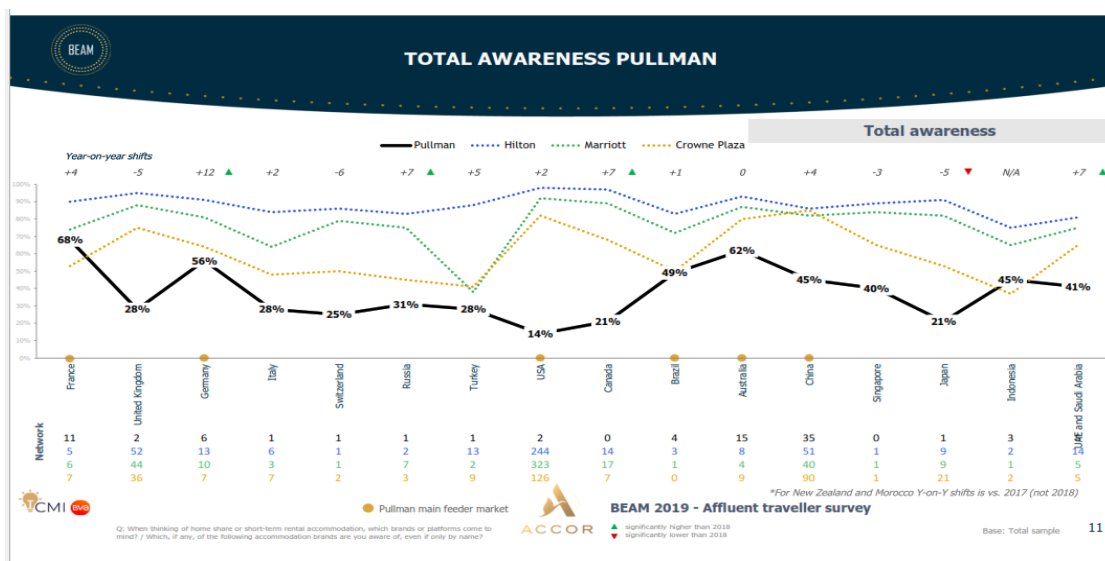
- The proprietor's suites, studios and apartments are designed for long stays, for example, some of the proprietor's apartments and studios are equipped with open kitchens, living and dining room areas, workspaces and separate bathrooms, and are only available for a minimum of 7 consecutive nights.
- Exhibit KL09 contains an extract taken from the website of the Pullman Paris Montparnasse hotel, which opened in January 2011. The extract shows that this hotel offers two types of apartments, comprising bedroom/s, a lounge, workspace and kitchenette.
- Exhibit KL10 contains a summary of long stay reservations (20 days or more) at Pullman hotels in the UK between March 2019 and August 2024, and in the EU between March 2019 and 31 December 2020.

- The proprietor also offers residences branded with its mark, which it refers to as its 'Pullman Residences'. These Pullman Residences comprise a portfolio of apartments, villas and chalets that are sold to customers on a freehold basis. Exhibit KL11 provides information about the proprietor's Pullman Residences which are currently located in Batumi, Georgia and Newtown, Singapore, which are outside the relevant territories, being the UK and EU. Therefore, the evidence submitted in exhibits KL11 and KL12, relating to 'Pullman Residences' do not assist the proprietor.
- Exhibit KL13 contains the following summary of awards received by the proprietor for its Pullman Hotels in the UK and EU:

| PULLMAN - 2019 WORLDWIDE AWARDS SUMMARY | | | | | |
|---|----------------------------|---|---|------------------------------------|----------------|
| Official Property Name (list out brand name for brand awards) | Region (location of hotel) | Award Name | Presenting Organization/Publication | Region (location of award) | Category |
| Pullman Eindhoven Cocagne | Europe | Best Dutch Meeting Location of the year 2018 Region South | Best Dutch Meeting Location of the year 2018 Region South | Europe | MICE |
| Pullman Dresden Newa | Europe | Recommended on HolidayCheck - 5,1/6 | Holidaycheck | Global | General Travel |
| Pullman Dresden Newa | Europe | Zertifikat für Exzellenz | Tripadvisor | Global | General Travel |
| Pullman Dresden Newa | Europe | Prämierter Betrieb | BGN | Europe | General Travel |
| Pullman Dresden Newa | Europe | Guest Review Award 2018 - 8,5/10 | Booking.com | Global | General Travel |
| Pullman Hotels | Global | Upscale Resort - Best Website | TravelMole - ITB Asia Awards 2019 | Asia Pacific (Not including China) | Other |
| Pullman Timi Ama Sardegna | Europe | Best Luxury Family Beach Resort in Italy | Word Luxury hotel awards | | |

| PULLMAN - 2020 WORLDWIDE AWARDS SUMMARY | | | | | | |
|---|----------------------------|--|-------------------------------------|----------------------------|----------------|---|
| Official Property Name (list out brand name for brand awards) | Region (location of hotel) | Award Name | Presenting Organization/Publication | Region (location of award) | Category | Award Description/Additional Details/Notes/Links |
| Pullman Eindhoven Cocagnw | Europe | Bronze Award Best Meeting location Provence of Brabant Meeting Review 2020 | Meeting Review | Europe | Other | Bronze in category till 500 persons congress location |
| Pullman Eindhoven Cocagne | Europe | 2020 Traveller's Choice Award | Tripadvisor | Europe | General Travel | Top 10% of hotels worldwide |
| Pullman Liverpool | Europe | Business Hotel of the Year | Travel & Hospitality Awards | Europe | Other | Best Business Hotel of the Year |
| Pullman Timi Ama Sardegna | Europe | World's Leading Island Resort 2020 | World Travel Awards | Europe | General Travel | |
| Pullman Timi Ama Sardegna | Europe | Europe's Leading Family & Wellness Resort 2020 | World Travel Awards | Europe | General Travel | |
| Pullman Timi Ama Sardegna | Europe | Europe's Leading Hotel & Spa 2020 | World Travel Awards | Europe | General Travel | |

- Exhibit KL14 contains a graph showing the market share and brand awareness of the proprietor's mark in the UK and EU, taken from the 'BEAM (Brand Equity & Awareness Monitoring) – Affluent Traveller Survey 2019'. The graph, shown below, shows that in 2019, in relation to Pullman hotels the proprietor's brand awareness was 68% in France, 28% in the UK, 56% in Germany, and 28% in Italy. Reference is also made to exhibit KL03, and in particular the page titled 'Strong growth momentum', which states that in 2024, Pullman hotels had a 'Top 5 market share' in the premium segment outside of the USA.



- Exhibit KL15 shows the number of visitors to the proprietor's website 'www.pullman.accor.com' for its Pullman hotels in 2024. In 2024, the website had over 20,000 visits from individuals based in the UK, as the following extract shows:

Form of the mark

22. Before I move on to assess whether the proprietor has shown genuine use of its mark during the relevant periods, I must first consider if I find the use of the mark as shown in the evidence to be use of the mark as registered.

23. The proprietor's registration is in respect of the following figurative mark:

pullman

24. The evidence contains examples of the mark in use, as registered. Clearly, this will be use upon which the proprietor can rely. For the avoidance of doubt, this would also include slight variations to the mark, which do not alter its distinctive character.

25. In this regard, I note that the proprietor's evidence also includes the following variations to the mark as registered:

Pullman PULLMAN.COM Pullman 

 pullman 
HOTELS AND RESORTS

26. I remind myself that section 46(2) of the Act enables the proprietor to rely on use of a mark "in a form differing in elements which do not alter the distinctive character of the mark in the form in which it was registered". With regards to the above marks, I

acknowledge that where a registered mark is shown in a different typeface or is used with additional matter, this may still constitute acceptable use of the mark as registered, where the registered element continues to act independently as an indicator of origin.⁹

27. Accordingly, I am of the view that use of the marks shown above either constitutes acceptable variants of the contested mark or use of the mark as registered. Firstly, the different typefaces and colours used make no material difference to the distinctiveness of the mark as registered. Secondly, where extraneous matter is included, 'pullman' continues to be perceived as indicative of the origins of the services offered as, in accordance with *Colloseum*, this is use of the mark as registered. Consequently, I find that use of the above marks is use upon which the proprietor can rely.

Genuine use

Assessment of Evidence

28. Whether the use shown in the evidence is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the services at issue in the EU/UK, during the relevant five-year periods. In making my assessment, I must consider all relevant factors, including:

- the scale and frequency of the use shown;
- the nature of the use shown;
- the services for which use has been shown;
- the nature of those services and the market(s) for them; and
- the geographical extent of the use shown.

29. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use, even if

⁹ *Colloseum Holdings AG v Levi Strauss & Co. and Lactalis McLelland Limited v Arla Foods AMBA*.

individual items of evidence would on their own be insufficient proof: see *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, Case T- 415/09, paragraph 53. However, where there is no use of the mark in respect of the services as registered, it follows there has been no genuine use of the mark: *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL 0/404/13, paragraph 22.

30. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled “to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive”: (see *PLYMOUTH LIFE CENTRE*, BL O/236/13, paragraph 22). However, I remind myself that I must evaluate all the evidence submitted in an overall assessment, and that although pieces of evidence may be insufficient by themselves, they may contribute to proving use in combination.

31. Accordingly, the burden is on the proprietor to prove that it has used its mark in the EU/UK, within the relevant periods, on all the class 36 services for which use is claimed.

32. Having considered the overall picture presented by the evidence, it is clear to me that it does demonstrate use of the ‘Pullman’ mark, in the EU and UK, during the relevant periods, i.e. between 2019 and 2024. However, from the evidence I have before me I can only ascertain that this use is in relation to the provision of hotel services, which includes inter alia, room and hotel reservation services, the provision of short, medium and long term temporary accommodation, the provision of hotel restaurant services, the provision of hotel information, and the provision of temporary accommodation, namely desk space, meeting rooms, and business facilities. Further, I have been able to ascertain that the proprietor’s websites allow users to view the hotel facilities, e.g. rooms and restaurants and make hotel reservations. However, I do not consider that any of these services are covered by the proprietor’s defended class 36 services. As such, there is no evidence before me to suggest that the proprietor provides any of the following services for which its mark is registered:

Class 36 Financial and real estate management of housing and accommodation, such as hotels, motels, hotel complexes, apartments, hotel residences, tourist homes and other places of residence for holidays and leisure; Rental of accommodations, apartments, studios, rooms inside hotel establishments, hotel complexes, hotel residences and other places of residence for holidays and leisure.

33. The evidence of use filed by the proprietor focuses upon the provision of rooms to paying guests for temporary stays, along with associated hotel hospitality services.

34. Whilst it is noted from the evidence that the proprietor offers residences branded with its mark, referred to as its 'Pullman Residences', and that these 'Pullman Residences' comprise a portfolio of apartments, villas and chalets that are sold to customers on a freehold basis, the evidence demonstrates that these 'Pullman Residences' are located in Batumi, Georgia and Newtown, Singapore, and therefore, the evidence of use does not assist the proprietor, as Georgia and Singapore are outside the relevant territories, being the UK and EU. Further, whilst it is noted from Ms Lamouche's witness statement that the proprietor is also 'constructing' Pullman residences in Bulgaria,¹⁰ clearly, as these are only at the construction stage, evidence of genuine use of the operation and sale of the Bulgarian Pullman Residences to customers/investors, within the relevant periods, has not been provided.

35. Whilst it is noted that turnover figures have been provided in Ms Lamouche's witness statement relating to the gross revenue generated from Pullman hotels in the UK and EU during the relevant periods, which are supported by numerous sample invoices issued to guests staying at the proprietor's London St Pancras hotel, I am of the view that neither the turnover figures, nor the invoices assist the proprietor, on the basis that they do not represent/support turnover generated from the class 36 services at issue. Put simply, the evidence I have before me does not allow me to make the reasonable inferences necessary to find that it points to the class 36 services at issue.

¹⁰ Paragraph 44 and exhibit KL11.

36. Likewise, with regards to advertising expenditure, the figures provided in Ms Lamouche's witness statement relate to the proprietor's advertising expenditure for its Pullman hotels throughout Europe (including the UK) and North Africa. Therefore, these advertising figures do not relate to the class 36 services at issue.

37. Additionally, with regards to advertising, it is noted from Ms Lamouche's witness statement,¹¹ that the proprietor ran a 'Performance Max' (PMax) advertising campaign in connection with its Pullman Liverpool hotel from April to June 2024, aimed at boosting the hotel's visibility and driving bookings and revenue. This is clearly not advertising in relation to the class 36 services at issue.

38. Accordingly, whilst I acknowledge that the proprietor's evidence demonstrates use of its mark in relation to the provision of hotel accommodation and associated hospitality services, such services fall within class 43 and do not encompass the proprietor's class 36 services at issue.

39. In this regard, I note the following submissions from the proprietor in relation to each of the services at issue:¹²

"40. Starting first with the following services,

"... rental of accommodations, apartments, studios, rooms inside hotel establishments, hotel complexes, hotel residences and other places of residence for holidays and leisure"

the Hearing Officer's attention is drawn to Section 12-076-7 of Kerly's Law of Trade Marks and Trade Names, 17th edition, which provides the following guidance:

¹¹ Paragraph 35.3

¹² Written submissions in lieu, dated 8 December 2025.

Relevant Goods or Services

The use must be in relation to goods or services within the specification. Use on any other goods or services is generally irrelevant, though use in relation to spare parts or closely connected services may amount to use in respect of the goods to which they relate (see Ferrari below). If an issue arises as to whether particular goods or services do or do not fall within the specification, it may be necessary to construe what the words used in the specification actually mean. The general approach to construction has been described thus:

“When it comes to construing a word used in a trade mark specification, one is concerned with how the product is, as a practical matter, regarded for the purposes of trade. After all, a trade mark specification is concerned with use in trade.”¹³

The words in the specification must be construed as at the date of application for the mark in question. On the issue of how to interpret words used in a specification, in *Sky Pie v Skykick UK Ltd*, following the CJEU's ruling, Arnold LJ had to decide how to interpret the term “telecommunications services”. He summarised the applicable principles of interpretation in the following four propositions:

- (1) General terms are to be interpreted as covering the goods or services clearly covered by the literal meaning of the terms, and not other goods or services.
- (2) In the case of services, the terms used should not be interpreted widely, but confined to the core of the possible meanings attributable to the terms.

¹³ Jacob J in *British Sugar Plc v James Robertson & Sons Ltd* [1996] RPC 281 at [288].

(3) An unclear or imprecise term should be narrowly interpreted as extending only to such goods or services as it clearly covers.

(4) A term which cannot be interpreted is to be disregarded.

Having interpreted the specification, the next issue is whether the use demonstrated falls within it, and the extent to which use in respect of only part of broad term amounts to “genuine use” in respect of that term.”

40. Having noted the above, I concur that the use shown by the proprietor in its evidence must be in relation to the services within the specification at issue, and that use on any other services is irrelevant, though I acknowledge that use in relation to closely connected services may amount to use in respect of the services to which they relate. However, on this point, I am of the view that the class 36 services at issue, are not, in my view, sufficiently closely connected to the class 43 services shown in the evidence.

41. As confirmed in Arnold LJ’s summary above, general terms are to be interpreted as covering the services clearly covered by the literal meaning of the terms, and not other services. Further, the terms used should not be interpreted widely but confined to the core of the possible meanings attributable to the terms. Accordingly, contrary to the proprietor’s viewpoint,¹⁴ having interpreted the class 36 services at issue, I am of the view that the use demonstrated within the evidence does not fall within those services.

42. The proprietor’s evidence of use shows, for example, hotel room occupation by ‘guests’, it does not show, for example, the granting of leasehold or tenancy rights, as one would expect in relation to the rental of accommodation in class 36. Further, I am not able to agree with the proprietor’s viewpoint that ‘long-term stays’ at its Pullman hotels (of up to 11 weeks, as shown in the evidence), clearly falls within the class 36 services at issue.¹⁵ The ‘stays’ referred to in the proprietor’s evidence, relate to the provision of temporary accommodation to guests at the proprietor’s hotels, studios or

¹⁴ Written submissions in lieu, dated 8 December 2025.

¹⁵ Written submissions in lieu, dated 8 December 2025, [paragraphs 28 to 28.3.2 and paragraphs 43 to 46].

apartments on a short, medium or long term basis, (that is, from one night to several weeks), whereby guests receive temporary hospitality from the proprietor. Accordingly, even extended stays (long term stays) remain temporary accommodation where the legal/commercial arrangement is hotel guest occupation rather than a property interest. Therefore, the provision of temporary accommodation to guests at the proprietor's hotels, studios or apartments on a short-, medium- or long-term basis, clearly fall within class 43.

43. The proprietor submits that the evidence of use demonstrates the operation of 20 hotels (whether licensed or via a management contract) under its trade mark in the UK and EU, during the relevant periods, and adds that these services fall within some of the class 36 services at issue, namely, *financial and real estate management of housing and accommodation, such as hotels, motels, hotel complexes, apartments, hotel residences, tourist homes and other places of residence for holidays and leisure*.¹⁶ However, I do not agree with this viewpoint. The 'operation of hotels' consists of, inter alia, the provision of rooms, suites, studios, and apartments, etc., to guests. This will include guest services, such as reception and housekeeping services, along with hospitality focused services. Clearly, these services fall squarely within class 43 and not class 36, as they are not concerned with managing hotel property as real estate, for example, nor does the proprietor's evidence demonstrate any such use in relation to the class 36 services at issue. In this regard, it has to be put forward that my conclusion is not based merely on the Nice classification, but is also based on the ordinary meaning and commercial nature of the services shown in the evidence.

44. In order for the proprietor's evidence to show use of its mark in relation to the class 36 services at issue, one would expect evidence of use, showing for example, the management of property on behalf of the owners or investors; leasing or letting of accommodation as a real estate transaction; leasing or letting agreements, management contracts, financial and real estate management of hotel accommodation and the financial administration of property assets, etc. However, I have no evidence before me showing such use.

¹⁶ Written submissions in lieu, dated 8 December 2025, [paragraph 57].

45. Accordingly, whilst the evidence of use does show use of the mark in relation to the provision of hotel services for providing temporary accommodation and hospitality, such activity falls within class 43. The services at issue for which the mark is registered in class 36 concern financial and real estate management, as well as the rental of accommodation, etc., that is, as a property interest, for example. These are distinct in nature, purpose and economic function from the provision of hotel services for providing temporary accommodation and hospitality.

46. Furthermore, the evidence of use focuses on ‘guests’, that is, those consumers staying at the proprietor’s hotels and using its facilities. There is no evidence before me relating to consumers of the class 36 services at issue, such as investors, landlords or tenants. Nor do I have evidence of leases, property management mandates, rental contracts, or marketing information, such as adverts, brochures and posters, etc., targeting potential property owners or renters, etc. Accordingly, I find that the use shown in the evidence, as set out above, does not fall within the scope of the registered services at issue in class 36, nor a fair sub-category of them.

47. I note that in his written submissions, the applicant relies on the findings of previous revocation decision, BL O-383-16, (*Marriott Worldwide Corp*), where he submits:¹⁷

“... The Applicant relies heavily on the decision in Marriott Worldwide Corp (O/383/16). In this case, the Hearing Officer explicitly rejected the argument that a hotel chain could rely on its hotel operations to support a Class 36 registration for real estate services. The Hearing Officer held that while a hotel company undoubtedly manages its own properties, this is ancillary to the core business of providing temporary accommodation and does not constitute a service offered to the public under Class 36.”

48. However, in response to the above submissions it is noted that the proprietor is of the view that the applicant has incorrectly represented the findings of the Hearing Officer at paragraph 61, pointing out that it actually stated:¹⁸

¹⁷ Written submissions in lieu, dated 8 December 2025, paragraph 21.

¹⁸ Written submissions dated 15 December 2025.

“61. I have excluded the services in class 36 because, although there is evidence that the proprietor provides some of these services, there is no evidence that it does so under the contested mark.” (emphasis added)

49. In response, it is noted that the applicant accepts the proprietor’s specific quotation of paragraph 61 of the Hearing Officer’s decision, but adds that the above quote does not undermine the material legal principle relied upon in his final written submissions, nor does it weaken his case for the revocation of the Pullman registration in class 36. For clarification, whilst the parties’ submissions have been noted, my decision does not turn on the earlier stated decision, but on my assessment of the evidence filed in these proceedings.

50. Taking all of the above into account, in conjunction with the parties’ submissions, and bearing in mind not only section 100 of the Act but also the respective comments of Mr Alexander KC and Mr Hobbs KC in *Plymouth Life and Dosenbach*, I find that the evidence of use does not relate to any of the registered class 36 services at issue, and therefore, the evidence of use does not adequately allow me to find that the proprietor has demonstrated real commercial exploitation of the contested mark in relation to the services for which use is claimed in the EU/UK,¹⁹ during the relevant periods. Put simply, the nature of the evidence and the issues discussed throughout my assessment of the same do not, in my view, allow me to make the reasonable inferences necessary in order to find in favour of the proprietor.

51. I note Mr Alexander’s comments in *Guccio Gucci SPA v Gerry Weber International AG*, Case BL O/424/14, where he stated that:

“56. The Registrar says that it is important that a party puts its best case up front – with the emphasis both on “best case” (properly backed with credible exhibits, invoices, advertisements and so on) and “up front” (that is to say in the first round of evidence). Again, he is right. If a party does not do so, it runs a serious risk of having a potentially valuable trade mark right revoked, even where that mark may well have been widely used, simply as a result of

¹⁹ As set out in paragraph 6 of this decision.

procedural error. The rule is not just “use it or lose it” but (the less catchy, if more reliable) “use it - and file the best evidence first time round - or lose it”.
(Original emphasis)

52. Accordingly, even if the proprietor intended to create a market for its class 36 services at issue under its trade mark in the UK/EU, the evidence fails to demonstrate that such a market was established and then preserved. I keep in mind the principles outlined above which recognise that even proven commercial use may not be sufficient for a finding of genuine use. Accordingly, for the reasons set out above, overall, I am of the view that the evidence is insufficient to allow me to find that the proprietor has demonstrated real commercial exploitation of its mark in relation to any of the services for which use is claimed within the relevant periods. The consequence of this is that the proprietor has not shown genuine use of its mark for the class 36 services it chose to defend. Consequently, registration of the mark will be revoked for all these services, as well as the remaining undefended class 36 services for which it is registered.

CONCLUSION

53. The application for revocation on grounds of non-use under section 46(1)(a) and 46(1)(b) succeeds in its entirety. As such, subject to any successful appeal, the proprietor’s registration is revoked in full. The effective date of revocation is 28 March 2024.

COSTS

54. The applicant has been successful and is entitled to an award of costs. As the applicant had not instructed professional representatives, he was invited by the Tribunal to indicate whether he intended to make a request for an award of costs, including accurate estimates of the number of hours spent on a range of given activities relating to pursuing the proceedings. On 8 December 2025, the applicant submitted a pro-forma for the following award of costs:

| Tribunal Cost Pro Forma | |
|---|-----------------------------|
| Form types | Time spent in hours/minutes |
| Notice of Opposition | |
| Notice of Cancellation | 2 hours |
| Notice of Defence | |
| Considering forms filed by the other party | 2 hours |
| TOTAL | |
| Official fees for the above forms | |
| TOTAL | |
| Preparing evidence/written submissions and considering and commenting on the other side's evidence/written submissions | |
| Description of activity | Time spent in hours/minutes |
| Reviewing Proprietor's Evidence and Submission and writing Submission | 20 hours |
| Writing Final Written Submission | 6 hours |
| | |
| TOTAL | 30 hours |

55. In addition to the above cost pro-forma, I note the applicant's following submissions:²⁰

"The Applicant wishes to draw the Hearing Officer's immediate attention to Paragraph 7 of the Proprietor's Final Written Submissions (dated 08 December 2025). In this paragraph, the Proprietor explicitly strikes through and concedes non-use for the vast majority of the services in the specification, including broad terms such as:

Real estate affairs; real estate management; real property management; apartment, building and residential property management services; building management; apartment management; sale of accommodations, apartments, studios, rooms inside hotel establishments, hotel complexes, hotel residences and other places of residence for holidays and leisure; Rental and management of accommodation for others; rental of shared ownership real estate; management and rental services for timeshare real estate; assistance and consultancy services in the field of real estate.

This concession has been made at the very final stage of these proceedings, after the conclusion of evidence rounds and the filing of the Applicant's evidence and submissions.

²⁰ Written submissions in lieu, dated 8 December 2025.

The Proprietor had multiple earlier opportunities to narrow the specification, most notably upon filing their Form TM8(N). By maintaining a defence for all services until the final hour, the Proprietor has: Forced the Applicant to file evidence and submissions addressing the full breadth of the specification; Unnecessarily increased the complexity and cost of these proceedings; and Wasted the Tribunal's resources.

It is highly probable that, had the Proprietor limited its defence to the narrow and specific services it now seeks to defend at an earlier stage, the Applicant may have taken a different view on the commercial value of continuing the action, potentially resulting in a withdrawal or settlement.

Cost Implications: The Applicant submits that this conduct is unreasonable. Accordingly, the Applicant requests that the Hearing Officer takes this late concession into account when awarding costs, potentially awarding costs off the scale to reflect the unnecessary work generated by the Proprietor's failure to narrow the issues in a timely manner.

[...]

The Applicant respectfully requests:

a. [...]

b. That the Hearing Officer awards costs to the Applicant,

c. That such costs be assessed with specific regard to the Proprietor's unreasonable delay in conceding non-use for the majority of the services, which significantly and unnecessarily inflated the costs of these proceedings.”

Statutory provisions

56. Section 68 of the Act and Rule 67 of the Trade Marks Rules 2008 read as follows:

“68. (1) Provision may be made by rules empowering the registrar, in any proceedings before him under this Act –

(a) to award any party such costs as he may consider reasonable, and

(b) to direct how and by what parties they are to be paid.”

and

“67. The registrar may, in any proceedings under the Act or these Rules, by order award to any party such costs as the registrar may consider reasonable, and direct how and by what parties they are to be paid.”

57. Various Tribunal Practice Notices (“TPNs”) have also been issued over the years in relation to the award for costs in proceedings. In particular, I take note of TPN 1/2023, which, at Annex A, sets out the headings of the activities upon which any contribution of costs is to be assessed, which reads as follows:

Annex A

Scale of costs in proceedings commenced on or after 1 February 2023

| Task | Costs |
|--|--|
| Preparing a statement and considering the other side’s statement | From £250 to £750 depending on the nature of the statements, for example their complexity and relevance |
| Preparing evidence and considering and commenting on the other side’s evidence | From £600 if the evidence is light to £2600 if the evidence is substantial. The award could go above this range in exceptionally large cases but will be cut down if the successful party had filed a significant amount of unnecessary evidence |
| Preparing for and attending a hearing (including procedural hearings) or submissions-in-lieu | Up to £1900 per day of hearing, capped at £3900 for the full hearing unless one side has behaved unreasonably. From £350 to £650 for preparation of submissions, depending on their substance, if there is no oral hearing |
| Expenses | (a) Official fees arising from the action and paid by the successful party (other than fees for extensions of time) (b) The reasonable travel and accommodation expenses for any witnesses of the successful party required to attend a hearing for cross examination |

58. Section (2) and (3) of TPN 1/2023 explains that the updates made to the scale of costs maintain an underlying contribution-not-compensation approach, as below:

“Continued use of a published scale

2. The Tribunal will continue with its practice that costs should be determined by reference to a scale, with an underlying “contribution-not-compensation” approach. This provides transparency to parties considering litigation before the Tribunal about their potential costs liability if they were to lose, and what level of contribution a successful party might receive for any justifiably incurred costs. The scale therefore sets out the scale which would be “treated as norms to be applied”,²¹ but also indicates a range of costs commensurate with, e.g., the complexity of statements of case, the amount of evidence and the number of hearing days.

3. Annex A contains a revised scale of costs, which are the first increases since 2016. The new scale will apply to proceedings commenced on, or after, 1 February 2023.”

59. TPN 1/2023 maintains that off scale costs may be given in certain circumstances, the relevant section of which is copied below:

“Off-scale costs

5. Notwithstanding the published scale, the Tribunal retains the discretion to award costs “off the scale” to deal proportionately with unreasonable behaviour. It is not possible to set out all the circumstances in which a Hearing Officer might depart from the scale. It is worth clarifying though that just because a party has lost, this in itself is not indicative of unreasonable behaviour. Some examples of what might constitute unreasonable behaviour include a party seeking an (avoidable) amendment to its statement of case which, if granted, would cause the other party to have to amend its statement or would lead to the filing of further evidence. Other examples include behaviour designed to

²¹ *AMARO GAYO COFFEE* Trade Mark BL O/257/18 at para 13.

delay, frustrate or unreasonably increase the costs/burden on the other party and/or repeated breaches of procedural rules. Off-scale costs may also be awarded if a losing party unreasonably rejected efforts to settle a dispute before an action was launched or a hearing held or unreasonably declined the opportunity of an appropriate form of Alternative Dispute Resolution.

6. The level of off-scale costs will, generally speaking, be commensurate with the extra expenditure a party has incurred as a result of the unreasonable behaviour. Any claim for costs approaching full compensation or for “extra costs” will need to be supported by a bill itemizing the actual costs incurred. There may be some circumstances where costs below the minimum indicated by the published scale are awarded. For example, a party who does not follow a suggestion from the Hearing Officer as to the most efficient means of managing the case, may only be entitled to whatever award they would have received if they had followed the Hearing Officer’s suggestion.”

60. Furthermore, TPN 1/2023 stipulates that where an award is to be made in favour of an unrepresented party, Hearing Officers will consider the information provided when determining the sum to be awarded. The number of hours claimed will not, however, be binding on Hearing Officers, who will continue to assess whether the time spent was reasonable in the circumstances of the case and who will retain a residual discretion in any event. The sum to be awarded per hour will be analogous to that set out in the Civil Procedure Rules, Part 46, which is currently £19 per hour. The total amount awarded should, though, not exceed the maximum amount payable on the scale of costs (unless off-scale costs are sought).

DECISION - *off scale costs*

61. I will address first the conduct of the proprietor. The applicant claims that the proprietor has demonstrated unreasonable conduct on the basis that they maintained their defence for all the services at issue until the final stages after the conclusion of evidence rounds. The applicant submits that the proprietor had multiple earlier opportunities to narrow the specification, most notably upon filing their Form TM8(N), adding that by maintaining a defence for all its services until the final hour,

the proprietor has forced the applicant to file evidence and submissions addressing the full breadth of the specification, which unnecessarily increased the complexity and cost of these proceedings and wasted the Tribunal's resources. In addition the applicant adds that it is highly probable that had the proprietor limited its defence to the narrow and specific services it now seeks to defend at an earlier stage, he (the applicant) may have taken a different view on the commercial value of continuing the action, potentially resulting in a withdrawal or settlement.

62. Whilst I understand the applicant's frustration, I do not consider that he suffered any unreasonable treatment. Although the proprietor's narrowing of its defence came late, I do not consider that this, of itself, crossed the threshold into unreasonable behaviour, particularly where the applicant would in any event have needed to address the proprietor's evidence of use. Accordingly, accepting that the applicant is entitled to a costs award in his favour, with the consideration of the factors above, I am not satisfied that the proprietor's conduct amounted to unreasonable behaviour that would justify awarding costs off the standard scale and so I decline to do so. The proprietor's behaviour has not been sufficiently unreasonable to warrant anything other than on-scale costs for the applicant.

63. It should be noted that there is no right to be awarded the amount claimed. This is subject to an assessment of the reasonableness of the claim and must also take account of the registrar's practice of awarding costs on a contributory, not compensatory, basis.

64. With regards to the 'Preparing evidence/written submissions and considering and commenting on the other side's evidence/written submissions' section of the 'Tribunal Cost Pro Forma', I note that the applicant has claimed 20 hours. In this regard, I accept that an unrepresented party would take longer to consider the proprietor's evidence and submissions, than for example, a trade mark attorney, etc., however, I do not consider the proprietor's evidence or written submissions to be particularly complex, lengthy or excessive. Accordingly, I find the 20 hours claimed by the applicant to be excessive for the tasks undertaken. I consider 14 hours for considering and commenting on the proprietor's evidence and written submissions to be reasonable.

65. I have set out below my assessment of the applicant's claim made. I remind myself that the Civil Procedure Rules Part 46 and the associated Practice Direction set the amount payable to litigants in person at £19 per hour. I see no reason to award anything other than this. In accordance with Annex A of TPN 1/2023, I award costs to the applicant on the following basis:

| | |
|--|-------------|
| Official filing fee (Form TM26(N)) | £200 |
| Preparing a statement and considering the other side's notice of defence (4 hours x £19) | £76 |
| Considering and commenting on the other side's evidence and written submissions (14 hours x £19) | £266 |
| Preparing written submissions in lieu of a hearing (6 hours x £19) | £114 |
| Total | £656 |

66. I therefore order ACCOR to pay Sion O'Connor the sum of £656. This sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 22nd day of June 2026

Sam Congreve
For the Registrar